UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Case No. 1:20-cv-4466

S.A.S.U. ATELIERS JEAN NOUVEL,

Plaintiff,

v.

45 PARK PLACE PARTNERS, LLC,

Defendant.

_____/

## COMPLAINT

Plaintiff S.A.S.U. Ateliers Jean Nouvel ("Plaintiff") hereby sues Defendant 45 Park Place Partners, LLC.

### THE PARTIES, JURISDICTION, AND VENUE

1.      Plaintiff is a Société par Actions Simplifiée Unipersonnelle, a French analogue to a limited liability company, the sole owner of which is a citizen of France.

2.      Defendant is a limited liability company organized under the laws of the State of New York.  Upon information and belief, the members of Defendant are citizens of the State of New York.

3.      This Court has subject matter jurisdiction of this action pursuant to 28 U.S.C. § 1332(a), as this is a controversy exceeding the sum of $75,000, exclusive of interest and costs, and the citizenship of the parties is completely diverse.

4.      Venue is proper in this jurisdiction pursuant to 28 U.S.C. § 1391(b)(2)-(3) because Defendant resides in this District, a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District, and Defendant is subject to personal jurisdiction in this

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District.

<div align="center"><u>GENERAL ALLEGATIONS</u></div>

5.      Plaintiff is a renowned architectural firm that designs architecturally significant residential and public facilities.

6.      Defendant is the developer of a luxury condominium building in the Tribeca neighborhood of Manhattan.

7.      On April 28, 2014, the parties signed a Consulting Agreement, a copy of which is attached hereto as Exhibit A.

8.      Under the Consulting Agreement, Plaintiff was retained to provide design services for a museum of Islamic art, a sanctuary space, and a public plaza at Defendant's condominium project.

9.      Plaintiff fully performed under the Consulting Agreement.

10.     On February 26, 2017, Plaintiff issued an invoice to Defendant in the amount of $115,000.00, a copy of which is attached hereto as Exhibit B.  And on November 7, 2017, Plaintiff issued another invoice to Defendant in the amount of $115,000.00, a copy of which is attached hereto as Exhibit C.

11.     Defendant has acknowledged the validity of the invoices and its obligation to pay them.  To date, however, these invoices remain unpaid.

12.     All conditions precedent to this action have occurred or been waived.

<div align="center"><u>CAUSES OF ACTION</u></div>

<div align="center">COUNT I: BREACH OF CONTRACT</div>

13.     Plaintiff realleges reincorporates the allegations preceding the first count of this Complaint as if fully set forth herein.

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14.     Plaintiff has fully performed under the Consulting Agreement.

15.     Defendant has breached the Consulting Agreement by failing to make payments due and owing on the Consulting Agreement.

16.     Defendant's breach has caused Plaintiff damages.

WHEREFORE, Plaintiff demand judgment against Defendants for damages, prejudgment interest, costs, and all other and further relief as appropriate.

COUNT II: ACCOUNT STATED

17.     Plaintiff realleges reincorporates the allegations preceding the first count of this Complaint as if fully set forth herein.

18.     Plaintiff presented Defendant with copies of the invoices attached hereto as Exhibits B and C.

19.     Defendant accepted the invoices as correct and promised to pay the amounts stated on the invoices.

20.     To date, Defendant has not paid the amounts stated on the invoices.

WHEREFORE, Plaintiff demand judgment against Defendants for damages, prejudgment interest, costs, and all other and further relief as appropriate.

**JURY TRIAL DEMAND**

Plaintiffs hereby demand a trial by jury on all issues so triable.

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Dated: June 11, 2020

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Respectfully submitted,

By: /s/ *Benjamin H. Brodsky*
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New York Bar Registration No. 4507588
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